

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

UNITED STATES OF AMERICA,

Plaintiff,

v.

\$43,513.00 in United States Currency,

Defendant.

3:19-cv-00738-MMD-CLB

**ORDER APPROVING**

Settlement Agreement for Entry of  
Judgment of Forfeiture as to Zachary  
Hardin and Order

The United States and Zachary Hardin and his counsel, David Bross, agree as follows:

1. This case is a civil forfeiture action seeking to forfeit \$43,513.00 in United States currency under 21 U.S.C. § 881(a)(6) and 18 U.S.C. § 981(a)(1)(C).

2. Zachary Hardin knowingly and voluntarily agrees to the civil judicial forfeiture of the \$43,513.

3. Zachary Hardin knowingly and voluntarily agrees to forfeit the \$43,513 to the United States.

4. Zachary Hardin knowingly and voluntarily agrees to relinquish all rights, titles, and interests in the \$43,513.

5. Zachary Hardin knowingly and voluntarily agrees to waive his right to any civil judicial forfeiture proceedings (proceedings) concerning the \$43,513.

/ / /

1           6. Zachary Hardin knowingly and voluntarily agrees to waive service of process of  
2 any and all documents filed in this action or any proceedings concerning the \$43,513  
3 arising from the facts and circumstances of this case.

4           7. Zachary Hardin knowingly and voluntarily agrees to waive any further notice to  
5 him, his agents, or his attorney regarding the forfeiture and disposition of the \$43,513.

6           8. Zachary Hardin knowingly and voluntarily agrees not to file any claim, answer,  
7 petition, or other documents in any proceedings concerning the \$43,513.

8           9. Zachary Hardin knowingly and voluntarily agrees to withdraw any claims,  
9 answers, counterclaims, petitions, or other documents he filed in any proceedings  
10 concerning the \$43,513.

11           10. Zachary Hardin knowingly and voluntarily agrees to waive the statute of  
12 limitations, the CAFRA requirements, Supplemental Rules for Admiralty or Maritime  
13 Claims and Asset Forfeiture Actions A, C, E, and G, 18 U.S.C. § 983, the constitutional  
14 requirements, and the constitutional due process requirements of any forfeiture proceedings  
15 concerning the \$43,513.

16           11. Zachary Hardin knowingly and voluntarily agrees to waive his right to a trial on  
17 the forfeiture of the \$43,513.

18           12. Zachary Hardin knowingly and voluntarily agrees to waive (a) all  
19 constitutional, legal, and equitable defenses to, (b) any constitutional or statutory double  
20 jeopardy defense or claim concerning, and (c) any claim or defense under the Eighth  
21 Amendment to the United States Constitution, including, but not limited to, any claim or  
22 defense of excessive fines or cruel and unusual punishments in any proceedings concerning  
23 the \$43,513.

24           13. Zachary Hardin knowingly and voluntarily agrees to the entry of a Judgment of  
25 Forfeiture of the \$43,513 to the United States.

26           14. Zachary Hardin understand that the forfeiture of the \$43,513 shall not be  
27 treated as satisfaction of any assessment, restitution, fine, cost of imprisonment, or any  
28 other penalty that may be imposed on Zachary Hardin in addition to forfeiture.

1           15. Zachary Hardin knowingly and voluntarily agrees to the conditions set forth in  
2 this Settlement Agreement for Entry of Judgment of Forfeiture as to Zachary Hardin and  
3 Order (Settlement Agreement).

4           16. Zachary Hardin knowingly and voluntarily agrees to hold harmless the United  
5 States, the United States Department of Justice, the United States Attorney's Office for the  
6 District of Nevada, the Nevada Highway Patrol, the Washoe County Sheriff's Office, the  
7 Drug Enforcement Administration, the Department of the United States Treasury, their  
8 agencies, their agents, and their employees from any claim made by Zachary Hardin or any  
9 third party arising out of the facts and circumstances of this case.

10           17. Zachary Hardin knowingly and voluntarily releases and forever discharges the  
11 United States, the United States Department of Justice, the United States Attorney's Office  
12 for the District of Nevada, the Nevada Highway Patrol, the Washoe County Sheriff's  
13 Office, the Drug Enforcement Administration, the Department of the United States  
14 Treasury, their agencies, their agents, and their employees from any and all claims, rights,  
15 or causes of action of any kind that Zachary Hardin now has or may hereafter have on  
16 account of, or in any way growing out of, the seizures and the forfeitures of the property in  
17 the civil judicial forfeiture.

18           18. Zachary Hardin knowingly and voluntarily acknowledges, understands, and  
19 agrees that (a) federal law requires the Department of the United States Treasury and other  
20 disbursing officials to offset federal payments to collect delinquent tax and non-tax debts  
21 owed to the United States and to individual states (including past-due child support); (b) if  
22 an offset occurs to the payment to be made pursuant to this agreement, they will receive a  
23 notification from the Department of the United States Treasury at the last address provided  
24 by them to the governmental agency or entity to whom the offset payment is made; (c) if  
25 they believe the payment may be subject to an offset, they may contact the Treasury  
26 Department at 1-800-304-3107; (d) the terms of this settlement do not affect the tax  
27 obligations fines, penalties, or any other monetary obligations owed to the United States or  
28 an individual state; and (e) the exact sum delivered to David Bross, on behalf of him, may

1 well be a lesser sum, if the Treasury Offset Program reduces the amount in satisfaction of a  
2 debt obligation.

3 19. After the property is forfeited in the civil case and the United States District  
4 Court has signed the Settlement Agreement concerning the property, within a practicable  
5 time thereafter for the United States, the United States agrees to release to Zachary Hardin  
6 through David Bross one payment of \$13,053.90 less any debt owed to the United States,  
7 any agency of the United States, or any debt in which the United States is authorized to  
8 collect. David Bross knowingly and voluntarily agrees to fill out the Department of the  
9 United States Treasury Automated Clearing House (ACH) form accurately and correctly  
10 and submit it to the United States Attorney's Office so that the payment of the money can  
11 be disbursed by electronic fund transfer. Zachary Hardin knowingly and voluntarily agrees  
12 the \$13,053.90 may be offset by any debt owed to the United States, any agency of the  
13 United States, or any debt in which the United States is authorized to collect.

14 20. Each party acknowledges and warrants that its execution of the Settlement  
15 Agreement is free and is voluntary.

16 21. The Settlement Agreement contains the entire agreement between the parties.

17 22. Except as expressly stated in the Settlement Agreement, no party, officer, agent,  
18 employee, representative, or attorney has made any statement or representation to any  
19 other party, person, or entity regarding any fact relied upon in entering into the Settlement  
20 Agreement, and no party, officer, agent, employee, representative, or attorney relies on  
21 such statement or representation in executing the Settlement Agreement.

22 23. The persons signing the Settlement Agreement warrant and represent that they  
23 have full authority to execute the Settlement Agreement and to bind the persons and/or  
24 entities, on whose behalf they are signing, to the terms of the Settlement Agreement.

25 24. This Settlement Agreement shall be construed and interpreted according to  
26 federal forfeiture law and federal common law. The jurisdiction and the venue for any  
27 dispute related to, and/or arising from, this Settlement Agreement is the unofficial  
28 / / /

Northern Division of the United States District Court for the District of Nevada, located in Reno, Nevada.

25. Each party shall bear his or its own attorneys' fees, expenses, costs, and interest.

26. This Settlement Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties; it being recognized that both parties have contributed substantially and materially to the preparation of this Settlement Agreement.

IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable cause for the seizure and forfeiture of the \$43,513.

DATED: 3/16/20

SMOLEN & ROYTMAN

DAVID BROSS  
Counsel for Zachary Hardin

DATED: 3/16/20

ZACHARY HARDIN

DATED: \_\_\_\_\_

NICHOLAS A. TRUTANICH  
United States Attorney

JAMES A. BLUM  
Assistant United States Attorney

Northern Division of the United States District Court for the District of Nevada, located in Reno, Nevada.

25. Each party shall bear his or its own attorneys' fees, expenses, costs, and interest.

26. This Settlement Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties; it being recognized that both parties have contributed substantially and materially to the preparation of this Settlement Agreement.

IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable cause for the seizure and forfeiture of the \$43,513.

DATED: \_\_\_\_\_

SMOLEN & ROYTMAN

\_\_\_\_\_  
DAVID BROSS  
Counsel for Zachary Hardin

DATED: \_\_\_\_\_

\_\_\_\_\_  
ZACHARY HARDIN

DATED: July 1, 2020

NICHOLAS A. TRUTANICH  
United States Attorney

/s/ James A. Blum  
JAMES A. BLUM  
Assistant United States Attorney

IT IS SO ORDERED:

  
UNITED STATES DISTRICT JUDGE

DATED: July 2, 2020